

## Exhibit A

To Barbara Saenz's Declaration in Support of Motion for Default Judgment

**ENERFUZE**  
 WATER TECHNOLOGIES  
 1603 BABCOCK RD. Suite #187  
 San Antonio, TX 78220  
 Corporate: (855) H2O-GUYS  
 Enerfuzewatertechnologies.com

## PURCHASE & INSTALLATION AGREEMENT

Customer Name(s): <u>Barbara Saenz</u>			
Daytime Phone:	Evening Phone:	Mobile Phone:	Work:
Address: <u>2527 Waverly Ave</u>			Email:
City: <u>San Antonio</u>	State: <u>TX</u>	Zip: <u>78228</u>	Cross Streets:

II. DESCRIPTION OF COMPONENTS & LABOR	PRICE
<input checked="" type="checkbox"/> Peronic® whole home	
<input type="checkbox"/> Peronic Alkaline System	
<input type="checkbox"/> Pure & Gentle	
<input type="checkbox"/> Out Reach 1500 small jar Adhering	
Notes:	Sub-Total <u>10400</u>
	Sales Tax <u>0</u>
	Total <u>10400</u>
	Deposit <u>0</u>
	Balance Due <u>10400</u>
Faucet Type: <u>Brush Nickel</u> Install Date: _____ Laundry Location: _____	

III. PAYMENT		
C/V	NAME AS IT APPEARS	EXPIRATION/ CVV
CHECK #	FINANCING BANK	ACCOUNT #
		Routing

IV. TERMS AND CONDITIONS
<p><b>I. AUTHORIZATION TO INSTALL SYSTEM:</b> By signing below, you authorize us to install the System described in Section II above and agree to pay to the Total Contract Price for that system. We agree to sell and install the System at the address above using methods meeting industry standards and practices.</p> <p><b>II. NO VERBAL AGREEMENT:</b> You agree that this is the entire agreement and there has been no verbal agreement made to you in the above transaction. We will not honor any verbal promises or offers unless they are set forth in writing and specifically accepted and agreed to by us in a change order.</p> <p><b>III. RIGHT TO CANCEL:</b> You, the Buyer, may cancel this agreement in any time prior to midnight of the third business day after the date of this transaction.</p>

V. SIGNATURES	
Accepted by: <u>[Signature]</u> x _____ (Print Signature)	Date: <u>5/1/19</u> x <u>[Signature]</u> (Print Signature)      Authorized Representative (PRINT)



#### IV. TERMS AND CONDITIONS (cont.)

**3. INSTALLATION OF THE SYSTEM:** We agree to install the System in a workmanlike manner and in compliance with applicable laws, regulations and industry standards, and if required by law we will procure all required permits and provide a certificate of workmen's compensation prior to starting work. You understand that installation may require drilling and cutting parts of the premises, which shall be identified to you, at your request, before the work commences. We do not provide, or arrange for, architectural/engineering services or structural changes to dwellings. We shall have the right to determine method, location, and means of performing the work.

**4. INSTALLATION:** We shall not be liable for any damage or loss sustained by you as a result of delay in installation in equipment, equipment failure, or for interruption of service due to factors outside our control, such as electric failures or acts of God.

**5. WARRANTY:** The System components are covered by the manufacturers warranty.

**6. ACCEPTANCE OF INSTALLATION:** Customer hereby acknowledges and agrees that any error or omission in the installation of the System must be brought to our attention in writing within (5) five business day after completion of installation, otherwise the installation shall be deemed accepted by and satisfactory to Customer. Purchaser agrees that he/she will sign a Contractor's Completion Certificate, Promissory Note, Deed of Trust, Payment Authorization Form (PAF) and any other documentation necessary for Enerfuze or any financial institution to which Enerfuze may assign its rights and obligations under this contract.

**7. YOUR RESPONSIBILITIES:** You agree to pay us according to the terms of this Agreement. You agree to give us access to the Premises during normal working hours (i.e. 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding national holidays) to complete installation. You shall ensure that the work areas are free of preexisting hazards, i.e. unsafe physical conditions or environmental hazards and building/zoning code violations. You shall ensure that your security system, if any, shall not interfere with the installation.

You agree not to allow unattended minors at service address while installation is being complete. You agree to control pets and keep them away from work areas. You agree to keep posted permits on display at all times. You agree that any claims against us under this agreement should be made to us within (30) thirty calendar days of the date you first became aware of the problem. We will attempt to resolve any claim(s) within (60) sixty calendar days of receiving your notice.

**8. INVALID PROVISIONS:** If any provision in this Agreement is held by a court of competent judicial to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired in any manner.

**9. DAMAGES:** Purchaser(s) understand(s) and agrees that if this contract is cancelled after the (3) day rescission period, that the Buyer(s) will be liable for penalties not less than twenty-five (25%) of the total sales price, in repayment of damages incurred.

**10. ASSIGNMENT:** This Agreement may not be assigned in whole or in part by you without our prior written consent. You understand and agree that we may assign or subcontract all or any portion of the Agreement without notice to you and such assignee or subcontractor shall be entitled to the rights, benefits, privileges and protections afforded to us hereunder.

**11. VENUE/JURISDICTION:** Any and all claims, disputes, issues, or disagreements arising out of or relating in any way to this contract (including the interpretation of this contract) shall be exclusively brought in the state district courts of Texas.





## **DISCLOSURE STATEMENT**

### **Language**

 I certify that I understand the contract/agreement and it has been presented to me in English, which I fully read, speak, and understand.

### **Verbal or Implied Agreements:**

Written agreements are the only valid agreements, and verbally implied agreements are not applicable. By signing the disclosure statement you agree no verbal agreements exist. If there is any financial incentive offered it must be in writing on the contract or it will not be honored by Enerfuze Water Technologies or its affiliates.

### **Installation:**

The Client understands that during the course of installation, Company may have to dig in the yard to install underground plumbing in order to complete installation. This is a normal process of an installation if Client does not have a pre-existing loop already installed for a water softener. Client understands Company is not responsible for plant life, grass, or any other disrupting of landscaping/hardscapes due to installation. Company will do a professional installation and will do our best to return the yard to the same condition we found it in.

Client also understands the system location is determined by the installation professionals, *not the sales representative*. In order to achieve the desired long-term results and comply with all city/state installation codes, the equipment must be placed in the best location possible. The location will be determined upon arrival of installation crew as there are many variables involved such as location/route of the main water line, drain location, and electricity access.

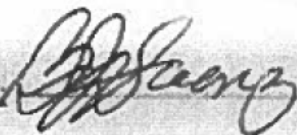
### **Post Installation:**

Client understands that once installation is complete, it will take some time to get air out of both the main water lines and the RO system water lines. As a byproduct, Client may experience sputtering of water and/or cloudy water which is simply air infused into the water. This water is perfectly safe to drink. It will take time to flush out the air and the length of time is dependent on a variety of factors including water usage, pressure, and even weather. This process can take anywhere from a couple days to a couple months and is considered a normal part of the process. Client may also experience a slight discoloration of water in the beginning, especially in the reverse osmosis system. This is due to the system being brand new and the filters going through the initial cleansing. We advise all Clients to empty the RO tank a minimum of 5 times to clear out the new filters and membrane. If there is a drop in pressure Client is advised to replace the faucet aerators to remove any mineral buildup that has been built up or is being flushed out from an extended period of time having hard water.

Client is aware and understands it is also a normal part of the Reverse Osmosis system to make noise during operation. This is simply a function of the unit making water and/or dripping into the storage tank. Both are completely normal functions during the process of creating highly purified water.

I confirm that I have read the above disclosure and accept the terms:

Signature

A handwritten signature in black ink, appearing to read "J. J. [unclear]".

Signature

Date

5/7/14

REP NAME Jose Thorne (PRINT)

## CREDIT APPLICATION/ APLICACION DE CREDITO

APPLICANT/ SOLICITANTE		CO APPLICANT/ CO SOLICITANTE	
FIRST NAME/ NOMBRE <u>Barbara J</u>	LAST NAME/APELLIDO <u>Saenz</u>	FIRST NAME/ NOMBRE	LAST NAME/APELLIDO
SOCIAL/ NO. SEGURO SOCIAL		SOCIAL/ NO. SEGURO SOCIAL	
DATE OF BIRTH/ FECHA DE NACIMIENTO <u>3/1/65</u>		DATE OF BIRTH/ FECHA DE NACIMIENTO	
EMAIL/ CORREO ELECTRONICO <u>[REDACTED]@gmail.com</u>		EMAIL/ CORREO ELECTRONICO	
DL/ LICENCIA <u>[REDACTED]</u>		DL/ LICENCIA	
STATE/ ESTADO <u>TX</u>	ISSUE/ ASUNTO <u>8/3/17</u>	EXP <u>3/1/20</u>	STATE/ ESTADO
HOME PHONE/ TELEFONO DE CASA <u>210 434 3545</u>		CELL/ CELULAR	
ADDRESS/ DIRECCION <u>8227 Waverly Ave</u>		ADDRESS/ DIRECCION	
CITY/ CIUDAD <u>San Antonio TX</u>	ST/ ESTADO <u>TX</u>	ZIP/ C POSTAL <u>78228</u>	CITY/ CIUDAD
MONTHLY MORTGAGE PAYMENT/ PAGO MENSUAL <u>0</u>		HOW LONG HERE/ CUANTO TIEMPO AQUI <u>30</u>	
EMPLOYER/ EMPLEADOR <u>SAISD</u>	WORK NUMBER <u>(210) 228 3940</u>	EMPLOYER/ EMPLEADOR	WORK NUMBER
HOW LONG/ CUANTO TIEMPO <u>15 YR</u>		HOW LONG/ CUANTO TIEMPO	
POSITION/ POSICION <u>Clerk</u>	SALARY/ SALARIO <u>2200</u>	POSITION/ POSICION	SALARY/ SALARIO

By signing below, you certify that all the information in the credit application is true and complete and allow a credit check to be completed. You authorize us to confirm the information in this application and allow us to apply for credit with third party financial companies to finance the purchase of our products and services.

Al firmar a continuacion, certifica que toda la informacion en la solicitud de credito es verdadera y completa y permite que se complete una verificacion de credito. Usted nos autoriza a confirmar la informacion en esta solicitud y nos permite solicitar credito con companias financieras de terceros para financiar la compra de nuestros productos y servicios.

Applicant Authorized signature/  
Firma de aplicante:

Co Applicant Authorized Signature/  
Firma de Co Apicante:

[Signature]  
[Signature]

Price 1400

Date 5/7/19

# Pure & Gentle

## ECONCENTRATE

and contact  
noting name

PEEP-POP (AR)

CUSTOMER AUTHORIZATION NUMBER

### DEALER INFORMATION

COMPANY NAME Enerfuze Water Technologies  
STREET ADDRESS 1603 Babcock St #182  
CITY San Antonio STATE TX ZIP 78217  
PHONE NUMBER (855) 420-6045 FAX NUMBER (855) 420-6045

### CUSTOMER INFORMATION (Please Print Clearly)

CUSTOMER NAME Barbara Saenz  
STREET ADDRESS 2527 Waverly Ave.  
CITY S.A. STATE Texas ZIP 78228  
PHONE NUMBER (210) 434 3545 EMAIL \_\_\_\_\_

SOAP PACKAGE 5

Automatic Dishwasher Yes ☐ No ☒

DEALER PRINT NAME

CUSTOMER SIGNATURE

DEALER SIGNATURE

DATE

COMMENTS Double Dish No Auto Dish

Product	Default Fragrance	Unscented	New Fragrance
Hand Wash	Freesia		<u>ADDA 1st VL LAVENDER</u>
Body Wash	Creamy Vanilla		
Hair Shampoo	Herbal Notes		
Liquid Laundry	Fresh Cotton		
Dish Soap	Coconut Palm		
Deodorizer Cleaner	Fresh Citrus		
All-Purpose Cleaner	Orange Peel		
Glycerin Bar	Amarillo		

Custom fragrance choices are not available for Automatic Dishwasher Soap or Oatmeal Bar Soap.

#### Custom Fragrance Choices

Lavender  
Cucumber Melon  
Fresh Cotton  
Eucalyptus

Sandalwood  
Amarillo  
Creamy Vanilla  
Jasmine

Apple  
Strawberry  
Herbal Notes  
Coconut Verbena

Fresh Citrus  
Freesia  
Orange Peel  
Coconut Palm



Incident # SAPD-2020-04-06-933 Set Automatic Google  
Jose Barra 2103249921 Main/Residential  
beginning 5/8/20 - 5/7/2027  
**STEPS TO LOOK OUT FOR:** 1 yearly

STEP 1: Your Puronics system is scheduled to be installed on: 8/8/19

Daniel - 210-723-3740  
Mc Elrath **PURONICS**

STEP 2: Aqua Finance will call you to verify your installation has been completed. Caller ID is 715-848-5425



Payment: \$125

STEP 3: Your water specialist will visit you to bring your soap package and/or any incentives if applied to household.

1500 Annual  
Pure & Gentle

STEP 4: This process is now complete, please feel free to contact 855-H2O-GUYS (855-426-4897) with ANY questions/comments/concerns.

This is a 24 hour stand by phone, also check out our website at [enerfuzewatertechnologies.com](http://enerfuzewatertechnologies.com)



**WELCOME TO THE PURONICS/ENERFUZE  
FAMILY!!!!**



## Customer Information Sheet

Customer Name: *Barbara Saenz*

Customer Address: *2527 Waverly A.*

Granite Counters: *YES* / NO

Faucet Color: Chrome / *Brushed Nickel* / Bronze

Installation date availability : 8 to 12 arrival or *12 to 4 arrival*

Garage right



No garage



Garage left



Water Main

Left

Right

Water main

Left

Right

Water main

Left

Right

Additional Notes:

*From Back*  
*Right Hand Need Shield*





*file #056648  
ATTN: Matias V. Maldonado*

## **COMMUNITY OUTREACH PROGRAM** **DISCLOSURE**

### **Benefits of Participation:**

**1. Model Home Financial Incentives.** By participating in the program you will be our "OUTREACH HOME" selected for your area and will be entitled to financial rewards. This includes but is not limited to: referral fees from personal referrals, referrals from neighbors, and personal/home marketing activities. The company pays \$250 per executed installation that comes from any referrals you provide.

Enerfuze pays \$125 every month to let us use your property as advertising until the loan is paid off fully.  
Our sign must remain visible in your yard until loan is payed off.  
The \$125 monthly is paid in one jump sum of \$1500 a year.

**Cash Deals:** A 20% discount is given for cash deals. The \$125 monthly for advertising will be payed for no longer than 60 months.

If your HOA tells you that you must remove the sign from your yard, Enerfuze will still pay the \$125 a month until your loan is payed off as long as you spread the word about our company and products.

**2. Price Guarantee.** You will be guaranteed Commercial Pricing on any home improvement purchased through our network of companies for a 5 year period.

You must call within 30 days and also write an email to [enerfuze@enerfuze.com](mailto:enerfuze@enerfuze.com) every year sending from the state the contract was signed requesting your \$1500 every year. If you fail to call and write an email you will lose your \$1500 yearly for the entire term of your loan. (Example: you sign contract on 01/01/2019. You must call and email by 01/01/2020 to receive the \$1500 for next year. Failure to do so any year voids this agreement. By signing below you agree to these terms and conditions. LESS 10% DUTY

### **Requirements for Model Home:**

**1. Allow for Promotional Display.** We will be placing a sign in the yard letting others know that you have upgraded your home to clean, treated water.



**2. Testimonial letter.** 30 days after installation we require a testimonial letter on how you feel about our service and our products.

Enerfuze Water Technologies is not making your monthly bank payments. We are paying you to let us use your property as advertising and your word of mouth. How you choose to spend the \$125 monthly is your decision.

I understand that I am NOT receiving a free system *BJS*

I understand that my monthly payment is 124.00 *BJS*

I understand that the \$125 monthly is NOT being given to me for payments *BJS*

 Homeowner Signature	 Homeowner Signature
<u>5/7/19</u> Date	<u>Enerfuze Water Technologies</u> Enerfuze Water Technologies